

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 3

In the Matter of:

Starbucks Corporation,

Employer,

and

Workers United,

Union.

Case Nos.

03-CA-285671, 03-CA-290555,  
03-CA-291157, 03-CA-291196,  
03-CA-291197, 03-CA-291199,  
03-CA-291202, 03-CA-291377,  
03-CA-291378, 03-CA-291379,  
03-CA-291381, 03-CA-291386,  
03-CA-291395, 03-CA-291399,  
03-CA-291408, 03-CA-291412,  
03-CA-291416, 03-CA-291418,  
03-CA-291423, 03-CA-291431,  
03-CA-291434, 03-CA-291725,  
03-CA-292284, 03-CA-293362,  
03-CA-293469, 03-CA-293489,  
03-CA-293528, 03-CA-294336,  
03-CA-293546, 03-CA-294341,  
03-CA-294303, 03-CA-206200

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UNITED STATES OF AMERICA  
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and	03-CA-291197, 03-CA-291199,
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The above-entitled matter came on for hearing, pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the Robert H. Jackson United States Courthouse, US District Court for the Western District of New York, 2 Niagara Square, Wyoming Courtroom, 5th Floor, Buffalo, New York 14202, on **Thursday, September 1, 2022, 9:02 a.m.**

A P P E A R A N C E S

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## I N D E X

	<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
3						
4	Emily Filc	2883,2894,	2958,2961,		2965	
5						2893,2897
6						2907,2908,2911,
7						2918, 2936
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E X H I B I T S

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>Respondent :</b>		
R-98	2892	2894
R-100	2896	2899
R-101	2906	2909
R-102	2909	2910
R-103	2910	2915
R-104	2917	2921
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**P R O C E E D I N G S**

JUDGE ROSAS: On the record.

Respondent, next witness.

MR. BALSAM: Respondent calls Emily -- Emily Filc.

JUDGE ROSAS: Raise your right hand.

Whereupon,

**EMILY FILC**

having been duly sworn, was called as a witness herein and was examined and testified as follows:

JUDGE ROSAS: All right. State and spell your name, and provide us with an address.

THE WITNESS: Emily, E-M-I-L-Y, Filc, F, as in Frank, I-L-C. My address is 2401 Utah Avenue South, Seattle, Washington, 98134. Thank you.

**DIRECT EXAMINATION**

Q BY MR. BALSAM: Good morning.

A Good morning.

Q Are you currently employed?

A Yes, I am.

Q Where you currently employed?

A Starbucks coffee company.

Q How long have you been employed by Starbucks coffee company?

A Just coming up on 18 years in October.

Q What was the first position you held with Starbucks?



- 1 A I was a barista.
- 2 Q How long did you hold that position for?
- 3 A Just about a year.
- 4 Q And what was the next position you held with Starbucks?
- 5 A A shift supervisor.
- 6 Q How long did you hold that position for?
- 7 A 18 months to two years.
- 8 Q Where were you a shift supervisor?
- 9 A In Charlotte, North Carolina.
- 10 Q And what was the position you held after when you were
- 11 shift supervisor in Charlotte, North Carolina?
- 12 A An assistant store manager.
- 13 Q Where were you an assistant store manager?
- 14 A In both Charlotte, North Carolina and Stamford,
- 15 Connecticut.
- 16 Q And what was the position you held after you had the
- 17 position of assistant store manager?
- 18 A I was a store manager.
- 19 Q In Connecticut?
- 20 A In Connecticut, yes.
- 21 Q And how long were you a store manager for?
- 22 A Approximately six years.
- 23 Q And after you held the position of store manager, what was
- 24 the next position you held with Starbucks?
- 25 A I was a district manager.

1 Q Where were you a district manager?

2 A I was a district manager in both Connecticut and New York  
3 State.

4 Q How long did you hold the position of district manager?

5 A Approximately six years.

6 Q What were the general job duties and responsibilities of  
7 the position of a district manager?

8 A A district manager leads a portfolio of stores that can  
9 range in size, and they are responsible for ensuring that all  
10 operations are upheld in all stores within their portfolio.  
11 They're responsible for staffing at both the -- or at the store  
12 manager -- store manager level and ensuring that all stores are  
13 executing company programs.

14 Q To your knowledge, is the job duties and responsibilities  
15 of a district manager the same then as it is now?

16 A It is.

17 Q When you were district manager, did you visit the stores  
18 that you were responsible for?

19 A I did.

20 Q How often would you say you visited those stores?

21 A Depending on what was going on at that time of year, I  
22 tried to be in store anywhere from every ten days to two weeks  
23 in rotation. I would be in multiple stores per day.

24 Q After you held the position of district manager, what was  
25 the next position you held with Starbucks?





1 A I was a temporary regional director for the year of 2020.

2 Q And what does a temporary regional director do?

3 A So temporary, that in nature, it was a temporary job for  
4 one year as a development role. As a regional director, my  
5 responsibility is similar to a district manager just at a  
6 higher level. I have a portfolio of stores over a hundred --  
7 113 to be exact, and am responsible for creating strategies for  
8 both the business customer and partner to meet our financial  
9 objectives for the year, as well as building the capabilities  
10 of all the leaders that report to me to continue to create a  
11 pipeline of talent across the organization.

12 Q Who does a regional director interact with on a regular  
13 basis?

14 A So a regional director interacts with their district  
15 managers frequently, all of the support partners that work to  
16 support their regions. So I'll give some examples: so a  
17 partner resource manager, a facilities manager, a real estate  
18 manager, designers, their regional vice president, as well as  
19 store managers and partners out in the market, as well as  
20 customers.

21 Q And so you said you held that position for the year of  
22 2020. What is the next position you held with Starbucks?

23 A I then went into the partner resource manager role.

24 Q Did you perform the same duties and responsibilities as  
25 you did as a regional director?



1 A I did not.

2 Q What was -- what were the job duties and responsibilities  
3 of a partner resource manager?

4 A One big difference is that I did not have a direct team  
5 that reported to me. A partner resource manager is a support  
6 partner that supports a regional director around everything  
7 partner related, so they are creating or helping create partner  
8 strategies with the regional director, they are working with  
9 the recruiters to ensure that we have accurate postings to meet  
10 the needs of our stores and have leaders in every store and in  
11 every district, they are working to maintain partner planning,  
12 which is a cadence of meetings across the year to ensure that  
13 we have leaders to meet the business needs, and also support  
14 development of all of our leaders, as well as discipline.

15 Q Were you assigned a particular region as a partner  
16 resource manager?

17 A I was in Buffalo, New York.

18 Q And when were you assigned a -- the job in Buffalo, New  
19 York?

20 A August 2021.

21 Q How long did you stay in that role?

22 A I was in that role for six months.

23 Q Were you assigned to all of Buffalo when you were in that  
24 role?

25 A I was.



1 Q When did you leave that -- the market in that role?

2 A The very end of January.

3 Q Was that a voluntary decision for you to leave the market?

4 A It was.

5 Q And subsequent to holding that position, what was the next  
6 position that you held with Starbucks?

7 A A regional director.

8 Q Do you currently hold that title?

9 A I do.

10 Q What is the region that you currently oversee in your  
11 current title?

12 A Sure. I oversee the southern part of Massachusetts, Rhode  
13 Island, and half of Connecticut.

14 Q In your current role and in the roles that preceded this,  
15 are you aware of Starbucks policies and procedures?

16 A I am.

17 Q The term "partners" has been used in this proceeding.  
18 What are Starbucks employees called "partners"?

19 A We're partners because we're all stakeholders in the  
20 business. And the reason we're all stakeholders in the  
21 business is that every partner in the organization, regardless  
22 of whether you're hourly or salaried, gets stock every year  
23 with -- with the organization. There is no contingencies to  
24 that. It is stock that you get in the organization for -- for  
25 working here.

1 Q How are Starbucks partners made aware of the policies and  
2 procedures that are applicable to their employment?

3 A During the first day of employment -- again, regardless of  
4 the level -- we call it a "first sip" conversation, and it is  
5 where the leader that is bringing on the new partner sips and  
6 engoes -- goes through, let's say, the day in the training, and  
7 will also go through the partner guide. The partner guide  
8 is -- is a booklet that houses a lot of information for the  
9 partner as they are going to be employed at Starbucks that  
10 consists of policies.

11 Q Are partners required to sign a copy acknowledging receipt  
12 of the partner guide?

13 A They are.

14 Q At any point subsequent to their onboarding as a partner,  
15 do partners receive any additional copies of the partner guide?

16 A So the -- the partner guide used to be a physical booklet,  
17 and over time it has transitioned to a digital copy, and that's  
18 available at all times for all partners on what we call the --  
19 the "Partner Hub", which houses all of our information.

20 Q Do all partners at Starbucks have access to the Partner  
21 Hub?

22 A They do.

23 Q After a partner commences employment with Starbucks, at  
24 any point in time are they reminded of those policies and  
25 procedures that are applicable to them?

1     A     They are.

2     Q     How are they reminded of those?

3     A     So over -- over the course of the year, there are  
4     trainings that happen in a MyLearning platform that we have in  
5     which partners will go in and refresh on certain policies and  
6     procedures. And one thing off the -- top of head that I think  
7     of is having to do with food safety, but they will go through  
8     consistent trainings throughout the year.

9     Q     What about other policies besides food safety? Are  
10    partners reminded of those policies subsequent to their  
11    onboarding?

12   A     They are, whether it is through the store managers or  
13   shift supervisors or district managers coaching to those  
14   policies and procedures. It could be a focal point in that  
15   specific store, and it also could be in the weekly updates if  
16   there are any refreshers or reminders to partners in regards to  
17   those specific policies.

18   Q     So -- so you mentioned through a coaching. What does that  
19   mean?

20   A     A coaching. So -- and that's less formal, but that's a  
21   conversation between a leader and a partner in regards to a  
22   skill or behavior that they need to improve on.

23   Q     Are those coachings typically occurring one-on-one, or is  
24   it happening more with the entire store?

25   A     It can be both. So it can be a one-on-one with a partner

1     who is having a specific issue or demonstrating behavior, or it  
2     could be a level setting with the entire team.

3     Q     And when you were partner resource manager, did you  
4     receive contact directly from baristas in stores?

5     A     I did.

6     Q     What would be the reasons why a partner -- a barista in a  
7     store would contact you directly?

8     A     So a multitude of reasons. When I think to my specific  
9     time in Buffalo, partners would reach out with questions in  
10    regards to benefits, questions in regard to pay, or any  
11    workplace concerns that they may be having and looking for  
12    additional resources.

13    Q     How would partners know how to contact you to ask a  
14    question about a benefit, a complaint, or something along those  
15    lines?

16    A     Sure. We have a flyer in stores called "Make the Right  
17    Call", which houses all of the resources that any partner would  
18    need to know who to contact, and there's no -- there's no right  
19    or wrong. So you could really call anyone on that sheet of  
20    paper to get to the right avenue that you needed to, to fit  
21    your need.

22    Q     I want you to look at the stack of paper you have in front  
23    of you.

24    A     Okay.

25    Q     And specifically, the document that's been pre-marked

1 Exhibit ER-101, and it's titled Make the Right Call.

2 A Yes.

3 Q Do you recognize this document?

4 A I do.

5 Q And what is this document?

6 A This is the Make the Right Call poster that my name is on  
7 under the partner resource manager role with my full contact  
8 information.

9 MR. BALSAM: I'd like to move into evidence employee --  
10 Employer Exhibit 101.

11 MS. STANLEY: Voir dire, Your Honor.

12 JUDGE ROSAS: Just one second.

13 So there's two markings on it, Respondent 98 at the  
14 bottom -- oh, I see, Employer 101. Is that the one you're  
15 using?

16 MR. BALSAM: That's right, Judge, at the top, Exhibit ER-  
17 101, or the bottom is the Bates number that was used to produce  
18 this to counsel for the General Counsel.

19 MS. STANLEY: The bottom says, R-98 -- Respondent 98.

20 THE COURT REPORTER: Yeah, we're on -- we're starting  
21 Respondent's 98.

22 MR. BALSAM: I don't know how to --

23 I'm sorry, Judge. The -- my binder has a different set --

24 JUDGE ROSAS: This was for a -- that's a representation  
25 proceeding marking?

1 MS. STANLEY: At the top, yeah.

2 JUDGE ROSAS: Yeah. So -- so it's the bottom one.

3 MS. POLITO: Yes.

4 MR. BALSAM: Sorry, Judge, yes. I apologize. I have the  
5 different set of my binder --

6 JUDGE ROSAS: Sure.

7 MR. BALSAM: -- for some reason.

8 JUDGE ROSAS: Any objection?

9 MS. STANLEY: I just have the voir dire.

10 JUDGE ROSAS: Go ahead.

11 **VOIR DIRE EXAMINATION**

12 Q BY MS. STANLEY: Hi, Ms. Filc. Did you make this poster?

13 A I did not.

14 Q Do you know when this poster was posted in Buffalo stores?

15 A I do not.

16 Q Do you know whether it was posted in Buffalo stores?

17 A Well, partners were contacting me with my information on  
18 here, so yes.

19 MS. STANLEY: No objection.

20 MR. HAYES: Voir dire, Your Honor.

21 **VOIR DIRE EXAMINATION**

22 Q BY MR. HAYES: Ms. Filc, was this -- to your knowledge,  
23 was this created after August of 2021?

24 A Yes, my information is on it, and I was not enrolled prior  
25 to August 2021.



1 Q Okay.

2 MR. HAYES: No objection.

3 JUDGE ROSAS: Respondent's 98 is received.

4 **(Respondent Exhibit Number 98 Received into Evidence)**

5 **RESUMED DIRECT EXAMINATION**

6 Q BY MR. BALSAM: Ms. Filc, with respect to the document,  
7 Exhibit R-98, Make the Right Call, in the time that you have  
8 worked at Starbucks in the most recent positions you've held,  
9 has a document like this been posted inside the stores?

10 A Yes.

11 Q Now, in your role as a partner resource manager, who did  
12 you directly report to?

13 A Deanna -- oh, hold on, I'm sorry. Nathalie Cioffi.

14 Q And who is Nathalie Cioffi?

15 A She is the partner resource director that I reported to.

16 Q Can you spell that?

17 A N-A-T-H-A-L-I-E, Cioffi, C-I-O-F-F-I.

18 Q And as your role as a partner resource manager, did you  
19 regularly interact with leaders in the market?

20 A I did.

21 Q How often would you interact with leaders in the market?

22 A Daily.

23 Q Have you ever heard the term "partner planning meetings"?

24 A I have, yes.

25 Q What are partner planning meetings?



1 A Partner planning meetings are meetings at both the area  
2 level and at the district level where the store leaders get  
3 together, and they will map out their talent -- and by  
4 "talent", I mean leaders -- to assess risk, understand their  
5 capability, any discipline that may be going on that would make  
6 that partner at risk of employment, and plan out future needs.

7 Q And you said that you discussed partners during this  
8 particular meeting. What were the general conversations you  
9 had about partners during these meetings?

10 A At the district level or at the area level?

11 Q Let's start with the district level.

12 A Okay. In regards to performance as well as each leader  
13 was within their role as a store manager.

14 Q And with respect to the regional level, what was the --  
15 what were the discussions about partners?

16 A The exact same, just a different level.

17 Q You testified earlier that partners would contact you  
18 through Make the Right Call about certain benefits that they  
19 were entitled to, correct?

20 A Correct.

21 Q In your role as a partner resource manager, you are  
22 therefore that -- aware of the partner -- the benefits that are  
23 offered to partners?

24 A I am.

25 Q What are some of those benefits that are offered to

1 partners?

2 A Sure. I'll -- I'll start from the bottom and kind of work  
3 my way up. Our partners receive a partner markout of coffee  
4 per week; they receive free partner beverages while they are  
5 working on shift, 30 minutes before, and 30 minutes after; they  
6 receive a food benefit within their store during their  
7 scheduled shift; they receive a 30 percent discount on  
8 merchandise or product when they're not working; there is a  
9 Spotify Premium account that is free; cell phone discounts  
10 based on your provider; there is Arizona State University;  
11 there's 401(k); there is the sip program; and there is bean  
12 stock, as well as health benefits.

13 Q With respect to health insurance, is health insurance  
14 offered to partners at Starbucks?

15 A It is. All partners.

16 Q Is there a certain number -- is there an hour threshold  
17 that partners must attain in order to be eligible for health  
18 benefits?

19 A There is. It's an average of 20 hours per week or 240  
20 hours per quarter.

21 Q I want you to look at the stack of documents you have in  
22 front of you, and there's a document that's marked Exhibit  
23 R-100.

24 A Yes.

25 Q Do you recognize R-100?



1 A I do.

2 Q What is that?

3 A This is a document on our Partner Hub that I referenced  
4 earlier that gives a breakdown of our benefits and eligibility  
5 for our partners to have access to at all times.

6 Q Was this particular document in existence in August of  
7 2021?

8 A Yes.

9 Q Are these benefits that are on here the same as the  
10 benefits that were offered in August of 2021?

11 A Yes. To the best of my knowledge, yes.

12 MR. BALSAM: I'd like to move into evidence Employer  
13 Exhibit 1 -- 100.

14 MS. STANLEY: Voir dire.

15 **VOIR DIRE EXAMINATION**

16 Q BY MS. STANLEY: Hi, Ms. Filc.

17 A Hi.

18 Q Did you create this document?

19 A Did I what?

20 Q Create this?

21 A No, I did not?

22 Q Do you maintain this in -- in your role?

23 A I do not maintain this in my role; I just reference it.

24 Q Do you know where it's maintained?

25 A In our Seattle support center.



1 Q Okay.

2 MS. STANLEY: I'm going to object, Your Honor, first based  
3 on relevance, and second, because I don't know that this  
4 witness is the appropriate witness to enter -- to authenticate  
5 this document.

6 MR. BALSAM: Your Honor, it's witness test -- sorry.

7 JUDGE ROSAS: Go ahead.

8 MR. BALSAM: This witness has testified that she regularly  
9 is aware of the benefits that are offered to Starbucks. In her  
10 role, she's constantly contacted by partners regarding these  
11 benefits. She references this document as part of her daily  
12 job, and it's a -- it's a business record that was produced to  
13 the other side.

14 JUDGE ROSAS: So who is this document available to?

15 THE WITNESS: All partners.

16 JUDGE ROSAS: And how is it available to all partners?

17 THE WITNESS: So in every store, there's a computer in the  
18 back of house, and there -- the Partner Hub is the name of  
19 this, let's say, internet that houses all these documents, and  
20 it's accessible to all partners to be able to utilize.

21 JUDGE ROSAS: Any further questions?

22 MR. HAYES: Your Honor, I join in the objection based on  
23 relevance.

24 MR. BALSAM: There's -- there's allegations in this  
25 complaint that we provide additional benefits to baristas as

1 part of the -- as a result of the campaign. This witness has  
2 testified that this was in existence in August of 2021.

3 JUDGE ROSAS: Seems that way.

4 Overruled. Respondent's 100 is received.

5 **(Respondent Exhibit Number 100 Received into Evidence)**

6 **RESUMED DIRECT EXAMINATION**

7 Q BY MR. BALSAM: Ms. Filc, how do partners become aware of  
8 their eligibility for the benefits that are described in  
9 Exhibit 100?

10 A So when a partner is first hired, this is something that  
11 is also talked about and is in the partner guide for them to be  
12 aware of so that they know on day one what is available to  
13 them, what they may need to wait 90 days for, such as 401(k),  
14 and what they need to wait one calendar year for, such as the  
15 stock grant program.

16 Q Okay. In the benefits that are described in Ex -- Exhibit  
17 100, are there si -- situations where a partner would lose  
18 their eligibility for benefits?

19 A Yes.

20 Q Under what circumstances would a partner lose their  
21 eligibility for these benefits?

22 A So the only -- the only way would be hours scheduled if  
23 they didn't meet the 20 hours per week average or the 240 hours  
24 per quarter specific to health insurance and ASU.

25 Q Would a partner lose their ability to -- for -- would the

1 partner lose their eligibility for these benefits for  
2 performances issues at work?

3 A No, they would not.

4 Q Are you knowledgeable about partner compensation at  
5 Starbucks?

6 A I am.

7 Q How are you knowledgeable about par -- partner  
8 compensation?

9 A Well, being a partner for this long, for one, because I've  
10 been part of the annual pay increases every single year, and  
11 secondly, in the partner resource manager role, I would be  
12 supporting the leaders in the rollouts of the new pay.

13 Q Now, you mentioned you were district manager prior to your  
14 two current roles, correct?

15 A Correct.

16 Q And you mentioned how often you were in the store during  
17 your time as a district manager -- how regularly you visited  
18 your stores?

19 A Correct.

20 Q Did that change during COVID?

21 A It did.

22 Q How so?

23 A We were not in stores as frequently. Specifically, I was  
24 in no more than one store per day, and that was being very  
25 cautious of not wanting to be a superspreader based on the

1 pandemic and being able to impact multiple partners across  
2 multiple stores.

3 Q Did that change after the availability of the COVID-19  
4 vaccine?

5 A It did.

6 Q How so?

7 A It became safer to -- to move about, and we were able to  
8 go into multiple stores per day.

9 Q When -- when did you arrive in the Buffalo market?

10 A The very end of August, if not September 1st. I think  
11 we're coming up on a year.

12 Q When you arrived in the Buffalo market in either August or  
13 the 1st of September of 2021, how was staffing at -- at stores  
14 handled?

15 A Can you repeat the question?

16 Q Sure. When you arrived in the Buffalo market, how was  
17 staffing handled at the stores?

18 A The store managers were hiring themselves.

19 Q Did that change at some point?

20 A It did.

21 Q When did that change?

22 A That changed in early September.

23 Q What was the reason for the change?

24 A The reason for the change was the amount of understaffing  
25 across the stores in Buffalo.



1 Q Now, you say the "amount of understaffing". What does  
2 that mean?

3 A In Buffalo, we needed over 300 partners to be able to  
4 operate our stores, which is an excessive amount.

5 Q What did Starbucks do to address the need to hire in  
6 excess of 300 partners?

7 A We deployed hourly staffing specialists that were already  
8 being used in other markets.

9 Q You said that Starbucks deployed resource specialists?

10 A Hourly staffing specialists, yes.

11 Q Hourly. Sorry, I didn't hear you. And you said it was  
12 de -- it was already being deployed in other markets?

13 A They were.

14 Q What other markets already had hourly specialists --  
15 recruiting specialists?

16 A So major cities; there were 26 of them across the U.S. So  
17 they were in major cities and markets that had understaffing.  
18 For example, Tori Clow, who is a staffing specialist for -- for  
19 us was also working in other parts of the Northeast Region  
20 prior to joining us in Buffalo.

21 Q As Starbucks continued to operate through the pandemic,  
22 did operations change at all?

23 A They did tremendously.

24 Q How so?

25 A Through the pandemic with CDC guidelines and the spread of

1 the virus, we needed to change our operations. So we went from  
2 being fully open and functioning across the U.S. to closing all  
3 of our cafés for a period of time, reopening, and consistently  
4 modifying channels of operation based on what is happening  
5 across the local markets.

6 Q So you mentioned "modifying channels". What do you mean  
7 by that?

8 A Sure. So within stores, we have a multitude of channels.  
9 We have -- to serve our customers. So we have drive-thru, we  
10 have café, we have mobile order pickup, and then we also have a  
11 delivery platform. Those would be consistently modified, so in  
12 some cases we would have drive-thrus only open, some cafes  
13 would not be open for customers to sit and eat in, but they  
14 could come in and order, or we even had customers coming to our  
15 door as a grab-and-go platform to pick up mobile orders to  
16 prevent them from coming into our stores to keep our partners  
17 safe.

18 Q Did staffing have an impact on the operations of the  
19 specific channels?

20 A They did.

21 Q How so?

22 A If we do not have enough partners able to work, whether it  
23 is because of overall short staffing, callouts, isolations --  
24 if we can't serve our customers, we will modify operations  
25 based on the amount of partners in the building.



1 Q Who has the ability to modify a channel in a particular  
2 store?

3 A Store managers do.

4 Q Does anyone else have the ability to shut down a channel?

5 A Store managers, district managers, regional directors.

6 Q Anyone below store manager?

7 A They sh -- they should not be.

8 Q Are there a particular number of partners who are supposed  
9 to be assigned to a particular store at any given time?

10 A That's a hard question to answer because every business is  
11 slightly different from one store to the next. But based on  
12 the business or sales volume coming into the store, the amount  
13 of partners that currently work in the store, and their  
14 availability, we're able to get a good idea through tools that  
15 we have of the amount of partners we should have in each store.

16 Q Is there a minimum amount of partners that need to be in a  
17 store at any given time?

18 A Yes; two.

19 Q Why two?

20 A For safety of the partners working.

21 Q Are partners made aware of the fact that there must be at  
22 least two partners in a store at any given time?

23 A Yes. Anyone on our management team -- or anyone in the  
24 building, such as shift supervisors or store managers, would be  
25 aware from their training of this safety procedure so that they

1     could not be in the building alone.

2     Q     Are store managers expected to be inside their store?

3     A     Yes.

4     Q     How -- how often are store managers expected to be in  
5     their store?

6     A     At a minimum of 40 hours per week -- that is the schedule  
7     that -- that they create -- as well as any overages, such as  
8     coming early or staying late.

9     Q     Now, in that 40 hours at a minimum per week, what are the  
10    job duties and responsibilities for a store manager during that  
11    40 hours?

12    A     So store managers are also baristas in the sense that they  
13    are expected to support our customers and be behind the line  
14    working with partners shoulder to shoulder to support them and  
15    the customers. They are also responsible for hiring, for  
16    training, for scheduling, for ordering to keep our business  
17    moving forward, as well as implementing any company programs.

18    Q     Now you mentioned hiring -- the store manager is  
19    responsible for hiring.

20    A     Um-hum.

21    Q     Earlier, you testified that there were recruiters sent out  
22    to various markets. What would be a situation where a  
23    recruiter would be deployed to a particular market?

24    A     Where there is significant short staffing, it would be  
25    very hard for a store manager with such a high need to hire to

1 be able to continue to focus on their business and their  
2 partners while onboarding and training so many new partners.

3 Q Have you ever heard the term of the play builder tool?

4 A I have, yes.

5 Q What is a play builder tool?

6 A A play builder tool is exactly that, a tool in all of our  
7 stores. It's housed on the iPads that's in every single store,  
8 and it supports the partners who are scheduled that day and the  
9 shift supervisors or the store managers to know where those  
10 partners should be placed behind the line to serve our  
11 customers and the demand of the business at that particular  
12 time of day.

13 Q Is there an expectation that a play build -- the play  
14 builder tool is used at any given store?

15 A It is, yes.

16 Q In the stack of documents in front of you, I want you to  
17 look at Exhibit R-101.

18 A Okay.

19 Q Do you recognize this document?

20 A I do.

21 Q What is this document?

22 A It is a quick reference guide to how to use the play  
23 builder tool.

24 Q And where would this document be located?

25 A This would be on the Partner Hub that I referenced

1 earlier, and it is customary that any time we launch any sort  
2 of program at Starbucks, they always come with quick reference  
3 guides to support our partners in understanding how to use  
4 those tools.

5 Q Was this document available to partners in the stores in  
6 August of 2021?

7 A Yes, it was. To the best of my knowledge, yes.

8 Q To your knowledge, did it modify from August 2021 to  
9 September 2021?

10 A Not -- not to my knowledge, with some exception of updates  
11 to the actual tool itself. No, there's no changes to the fact  
12 that we -- we use it.

13 MR. BALSAM: Judge, I'd like to move into evidence R-101.

14 MS. STANLEY: Voir dire?

15 **VOIR DIRE EXAMINATION**

16 Q BY MS. STANLEY: Hi, Ms. Filc. If you look at the diagram  
17 that's on the document --

18 A Yes.

19 Q -- can you tell me what some of the -- the -- the  
20 abbreviations are? So what's DT reg?

21 A Oh sure. Okay. So if you're looking at partner number  
22 one with the darker apron on, they are the drive-thru register  
23 partner. The apron next to it that's labeled number two would  
24 be the drive-thru order taker. They're the ones that are  
25 meeting customers at the speaker box. If you look at partner

1 number three, they are planted and deployed to the bar making  
2 beverages. If you look to partner number four, they would be a  
3 support partner that would be going through different stations.  
4 And if you look at partner number five, that would be a  
5 customer support partner.

6 Q Okay. What does POS mean in the little box?

7 A Point of sale.

8 Q And to the left, what is MO & P -- MO & P?

9 A Mobile order and pay.

10 Q And CBS.

11 A Cold beverage station.

12 MS. STANLEY: No objection.

13 MR. HAYES: Voir dire.

14 **VOIR DIRE EXAMINATION**

15 Q BY MR. HAYES: What does flex refer to at the bottom  
16 right?

17 A Oh. So within the tool, that would be an opportunity if  
18 something changed. So this tool takes in information such as  
19 your product mix. And if something changed in the moment, you  
20 have the ability to flex play and make a change.

21 Q If what kind of thing changed?

22 A So if, let's say, your drive-thru went down. There was an  
23 issue with the speaker box, and all of your customers are now  
24 coming in your cafe. You may need to change that -- de --  
25 deploy partners differently because partners one and two would

1 no longer be needed at the drive-thru and you would deploy them  
2 elsewhere.

3 MR. HAYES: Okay. No objection.

4 JUDGE ROSAS: Respondent's 101 is received.

5 **(Respondent Exhibit Number 101 Received into Evidence)**

6 **RESUMED DIRECT EXAMINATION**

7 Q BY MR. BALSAM: In the same stack in front of you, I want  
8 to show you what's been marked for identification as R-102.

9 A Yes.

10 Q Do you recognize this document?

11 A I do, yes.

12 Q What is this document?

13 A This is a document that, again, would have come with our  
14 quick reference guides, the different scenarios that could  
15 happen and how to use the play builder tool.

16 Q What do you mean different scenarios that may happen?

17 A So I'm going to use an example on here is if your layout  
18 of your store does not match the layout on the play builder  
19 tool on the iPad.

20 Q And how is this document made available to partners?

21 A This is also housed on our Partner Hub.

22 Q And in at looking at this document, was this document in  
23 existence in August of 2021?

24 A To the best of my knowledge, yes.

25 Q And to your knowledge, has this document been modified in





1 September of 2021?

2 A To the best of my know -- knowledge, no.

3 MR. BALSAM: I'd like to move into evidence R-102.

4 MS. STANLEY: No objection.

5 MR. HAYES: No objection.

6 JUDGE ROSAS: Respondent 102 is received.

7 **(Respondent Exhibit Number 102 Received into Evidence)**

8 Q BY MR. BALSAM: Same stack of documents, if you take a  
9 look at what's been marked for identification as R-103.

10 A Yes.

11 Q Do you recognize this document?

12 A I do. This is an example of the play builder tool on the  
13 iPad.

14 Q So what example are we seeing in this particular  
15 document -- on this particular document?

16 A Sure. We're looking at an example of six partners on a  
17 specific play on a weekday during the afternoon from 2 to 4.

18 Q And where would this be made available? You said on  
19 the -- on the Partner Hub -- the play builder tool? I'm sorry.

20 A One more time?

21 Q Where would this document have been available.

22 A So this is right off of our iPad. And this is, again,  
23 what a partner would use and what it would look like based on a  
24 weekday from 2 to 4:00, having six partners.

25 Q And to your knowledge, was this particular play available



1 in August of 2021?

2 A Play -- plays have not changed or not been available for  
3 partners, so the play builder tool would be available for --  
4 for all partners.

5 MR. BALSAM: I'd like to move this into evidence, Judge.

6 MS. STANLEY: I'm just going to object because some of it  
7 is illegible.

8 JUDGE ROSAS: Well --

9 MR. BALSAM: I might be able to replace this with -- with  
10 a better copy, Judge. I'm happy to replace this with a better  
11 copy if I can get it. But this --

12 JUDGE ROSAS: Any other objection?

13 MS. STANLEY: Well, I --

14 JUDGE ROSAS: Voir dire?

15 MS. STANLEY: No.

16 MR. HAYES: Your Honor, I'll -- I have one voir dire  
17 question.

18 **VOIR DIRE EXAMINATION**

19 Q BY MR. HAYES: Ms. Filc, do you know why it says  
20 confidential on the bottom left corner of this?

21 A No, I do not.

22 MR. HAYES: Okay.

23 MR. BALSAM: Judge, just to respond to that. It was  
24 marked confidential by us, and when we produced this to  
25 Respo -- it was marked confidential by us because it is con --



1 a confidential company document. It's proprietary. And so  
2 this was marked by us when we produced the document to the  
3 other side.

4 JUDGE ROSAS: Okay. So -- I'm sorry. So you had an  
5 objection?

6 MR. HAYES: I -- I join in the objection about it being  
7 illegible.

8 JUDGE ROSAS: Okay. Well, it's -- it's receivable at  
9 least with respect to illegible information. Let's try to  
10 ascertain what it goes in for.

11 So let me ask the witness, when it refers to six-partner  
12 play during 2 p.m. to 4 p.m. on a weekday, channel production,  
13 is this something just put up hypothetically or is this a  
14 recreation -- not a recreation -- a -- a snapshot of something  
15 that actually transpired?

16 THE WITNESS: It is not a snapshot of something that had  
17 already transpired, but is a snapshot of what should be  
18 happening during that time of day with that a many -- with that  
19 amount of partners working to meet the customer demand.

20 JUDGE ROSAS: So how was this created? Who did what to --  
21 to create this document?

22 THE WITNESS: Sure. So this actual tool takes store-  
23 specific data such as the amount of products being ordered by  
24 customers to be able to create a play we call it, or  
25 deployment, of where each partner should go to meet the demand

1 of the customer. And so as you are coming into a store and  
2 working with six partners, the shift supervisor or store  
3 manager would use this tool to know where to place their --  
4 their people.

5 JUDGE ROSAS: All right. So where did you get this from?

6 THE WITNESS: This is from a store iPad. I do not know  
7 the specific store, but this is an example of what it would  
8 look like from 2 to 4 on that specific day.

9 JUDGE ROSAS: What store? You don't -- you were given --

10 THE WITNESS: I do not know.

11 JUDGE ROSAS: -- a store? Okay. So you just took an iPad  
12 for a store -- for a store.

13 THE WITNESS: Correct.

14 JUDGE ROSAS: And they have a standard application of this  
15 tool, any store.

16 THE WITNESS: Yes, that's store specific.

17 JUDGE ROSAS: And did you input the information for what  
18 the scenario was?

19 THE WITNESS: I did not.

20 JUDGE ROSAS: So again, I'm -- I'm trying to understand.

21 MR. BALSAM: Judge, may I ask additional questions?

22 JUDGE ROSAS: Go ahead.

23 **RESUMED DIRECT EXAMINATION**

24 Q BY MR. BALSAM: Ms. -- Ms. Filc, is the six-partner play  
25 during 2 p.m. to 4 p.m. on a weekday -- and it says channel

1 production. Is this what a six-partner play during 2 p.m. to 4  
2 p.m. for all stores?

3 A No.

4 Q Which stores would this look -- what would the  
5 circumstance in which this would be used?

6 A So based on this document, I can tell you that this store  
7 has a high cold beverage production because two partners are  
8 planted on cold beverage during this time of day. If we went  
9 to another store and they had a higher output of hot beverages,  
10 you may see those partners both deployed to the espresso bar.  
11 So it varies by store based on the amount of partners that are  
12 scheduled to be working during that time, their business, and  
13 the product mix.

14 Q So is this one example that could be populated after one  
15 uses the play builder tool to determine where people should be  
16 staffed in a given store?

17 A This is one example, yes.

18 MR. BALSAM: So I offer it for that, Judge. It's an  
19 example of the play builder tool, what one would see if they  
20 saw this.

21 JUDGE ROSAS: All right. But you didn't enter the  
22 information on a store iPad?

23 THE WITNESS: I did not for this specific example.

24 JUDGE ROSAS: So someone, to the best of your knowledge,  
25 applied the information for a particular store and then created

1 or produced this result?

2 THE WITNESS: Yes.

3 JUDGE ROSAS: Okay. All right. So it -- it's just a  
4 depiction of what a particular store -- or what the play  
5 builder may look like based on the information provided by the  
6 store manager, is that correct, or by a shift manager?

7 THE WITNESS: A shift manager or shift supervisor could  
8 input this data to get the depiction of where the partners  
9 would be deployed, yes.

10 JUDGE ROSAS: Okay. Anybody have a different  
11 interpretation of that admission of the evidence?

12 MS. STANLEY: No, Your Honor.

13 MR. HAYES: No, Your Honor.

14 JUDGE ROSAS: Okay. All right. So I'll receive it for  
15 that purpose, but Respondent, you'll endeavor to produce a more  
16 legible copy of this.

17 **(Respondent Exhibit Number 103 Received into Evidence)**

18 MR. BALSAM: Yes, Judge. Thank you.

19 Q BY MR. BALSAM: Ms. Filc, are you aware of how labor hours  
20 and staffing are managed in markets?

21 A Yes, I am.

22 Q Are they managed similarly in each market?

23 A Yes.

24 Q How -- so how are they managed?

25 A So there's two different pieces that you just brought up.

1 One is labor -- labor hours, and the other is staffing. So  
2 first, I'll touch on labor hours. Labor hours are determined  
3 in our partner hours platform, which is how the schedules are  
4 created in a store. There is a formula that's used in partner  
5 hours that takes on past trends, product mix, sales, the amount  
6 of partners you have currently deployed in the store, or  
7 employed, as well as their availability to produce a schedule.  
8 And so that's how labor hours are created or used within the  
9 store to get a schedule.

10 You asked about staffing?

11 Q Staffing, yes.

12 A And so staffing across the country is done through partner  
13 planning in which we are ensuring that we have the right  
14 partners -- right amount of partners to run our stores.

15 Q Are you aware of the partner planning tool?

16 A I am, yes.

17 Q What is a partner planning tool?

18 A A partner planning tool is a tool that's accessible on a  
19 reporting site that store managers and above have access to  
20 that gives us an accurate depiction of whether or not we have  
21 the amount of partners in a store to be able to meet the needs  
22 of our business.

23 Q Have you ever used the partner planning tool in any of  
24 your roles at Starbucks?

25 A I have. From a district manager up, yes.



1 Q And where is the partner planning tool available? How is  
2 it made available to partners?

3 A Sure. For store managers and above, it's on a reporting  
4 site that we have access to called Decision Center. And it is  
5 downloaded from that site and used from there.

6 Q In the stack of documents in front of you, I want you to  
7 take a look at Exhibit R-104.

8 A Yes, I see it.

9 Q Do you recognize this document?

10 A I do. This is the partner planning tool.

11 Q And what do we see in this document?

12 A Sure. So the specific store being outlined here is noted  
13 where the store is. It is store specific and will generate  
14 information based on weekly forecasted hours in a three-month  
15 period of time. It will also take into account the amount of  
16 partners that you currently have employed in the store and will  
17 give you an accurate depiction of whether you are over or under  
18 on partner count to meet the needs of your business.

19 There is also the opportunity, rather than it just to be  
20 data that comes at you, for the leaders to be able to make  
21 changes specifically to a change in business that the system  
22 may be unaware of that would cause more hours to be forecasted.  
23 Like a university store, all the students are coming back in  
24 September. That would be an example. And also allows you to  
25 enter any partner movement that you anticipate that would



1 change your partner need that the system would not be aware of.

2 MR. BALSAM: I want to move into evidence R-104, Judge.

3 **VOIR DIRE EXAMINATION**

4 Q BY MS. STANLEY: Ms. Filc, did you -- did you create this  
5 document?

6 A I did not create this document.

7 Q Do you know where this document is maintained?

8 A I know it is housed on the Decision Center where we  
9 download this tool and use it.

10 MS. STANLEY: Your Honor, I'm going to object. Again, I  
11 don't think this is the appropriate witness to authenticate  
12 this document. Moreover, I don't see the relevance given that  
13 there's no actual information on this document. It looks like  
14 it's been redacted. And you know, part of the text to the  
15 right-hand side, again, bordering on illegible. So I just have  
16 several objections to this.

17 MR. HAYES: Your Honor, I join those objections. I also  
18 have a brief voir dire.

19 **VOIR DIRE EXAMINATION**

20 Q BY MR. HAYES: Ms. Filc, which store does this apply to?

21 A It looks like store 7381. It is hard to see the numbers  
22 there, but this is an example of what it looks like when you  
23 enter a store number. Data is cre -- comes through in the  
24 tool.

25 Q Do you know which store that is?

1 A I do not off the top of my head, no.

2 Q Okay. Did you redact the information on this?

3 A I did not redact any information on this.

4 Q But it is redacted, right?

5 A That's what it appears to be, yes.

6 MR. HAYES: Okay. Your Honor, I join in those objections.

7 And I also note the reda -- I don't see how those redactions  
8 could be necessary, and that makes this document have no  
9 probative value.

10 MR. BALSAM: Judge, this is a business record. The  
11 witness has testified that this is what a partner would see in  
12 respect to just figuring out labor hours and -- and scheduling.  
13 This is solely, again, used as -- as an example of what one  
14 would see. It is redacted because it's not -- the redactions  
15 are necessary or relevant to this proceeding. More so, it's  
16 the document itself that's relevant to the proceeding.

17 JUDGE ROSAS: Do you know what store 7381 is?

18 THE WITNESS: Off the top of my head, I -- I do not.

19 JUDGE ROSAS: Does the number indicate a region or part of  
20 the country?

21 THE WITNESS: The store number is based on when they open  
22 across the country. It's not specific to a region or area.

23 JUDGE ROSAS: And is there a date indicated on the  
24 document as to what it reflects data for?

25 THE WITNESS: These are refreshed when you download them.

1 And so at the top right of the document, it does show it was  
2 refreshed, it looks like, September 16, 2021. So this is  
3 referencing that time period.

4 JUDGE ROSAS: So when you say that it was refreshed on  
5 that date, what does that mean?

6 THE WITNESS: So when you go into the Decision Center to  
7 download the tool, the data is refreshed to make sure that  
8 you're getting accurate data for your business. So for  
9 example, if I went into the tool, I wouldn't want information  
10 from last September. I want it relevant to the right now as  
11 I'm planning for hiring.

12 JUDGE ROSAS: And it's refreshed as of that date  
13 reflecting the -- the various categories, the information for  
14 those categories as of that date for that store?

15 THE WITNESS: It's refreshed monthly.

16 JUDGE ROSAS: So if it was refreshed on 9 --

17 THE WITNESS: 16.

18 JUDGE ROSAS: -- 16/2021, that was a monthly refresh?

19 THE WITNESS: It would have been, yes, so the data's  
20 accurate that you're looking at.

21 JUDGE ROSAS: That's the only time that these are produced  
22 generally?

23 THE WITNESS: Refreshed, but it's accessible all the time.  
24 So if I went and looked at this at the end of September, the  
25 data would be relevant.

1 JUDGE ROSAS: Who pulled this in the system?

2 THE WITNESS: This is an example. I don't -- I don't  
3 know.

4 JUDGE ROSAS: Okay. So the witness has testified that  
5 this is a tool that exists, this is what the categories would  
6 look like, and that information that would be contained in  
7 these various categories -- there's six boxes and references  
8 fiscal period, target hours per partner, anticipated partner  
9 movement, adjust forecast hours, and other links that would be  
10 indicated on it -- is -- is all within the tool that exists.

11 Do you have any different interpretation of what this  
12 should be received for?

13 MR. HAYES: No, Your Honor.

14 JUDGE ROSAS: Okay.

15 MS. STANLEY: No, Your Honor.

16 JUDGE ROSAS: Okay. So I'll receive it for that purpose.

17 **(Respondent Exhibit Number 104 Received into Evidence)**

18 MR. BALSAM: Thank you, Judge.

19 **RESUMED DIRECT EXAMINATION**

20 Q BY MR. BALSAM: In your time in the Buffalo market, did --  
21 did the stores receive a high number of call-offs?

22 A Yes, we did.

23 Q And what do call-offs mean?

24 A A call-off means that a partner is not reporting to their  
25 scheduled shift, and that could be whether they were calling

1 out or just not showing up.

2 Q In your role in the Buffalo market, were you responsible  
3 for the transfer of partners from one location to the next?

4 A I wasn't directly responsible, no.

5 Q Are you familiar with the process for a partner  
6 transferring from one location to the next?

7 A I am, yes.

8 Q What is that process?

9 A The process is that a partner, upon wanting to transfer,  
10 would fill out a transfer request form that would be submitted  
11 to their store manager. The store manager would then submit it  
12 to their district manager. The district manager would then  
13 forward that copy to the receiving district manager where the  
14 partner wanted to transfer and then would have a conversation  
15 with the store manager that the partner was requesting to go to  
16 to ensure there was a need for those hours for the transfer.

17 Q Is a partner's request to transfer an automatic result?

18 A We try our hardest to accommodate all transfers, but on  
19 occasion we aren't able to accommodate it?

20 Q What would be a situation where a store wouldn't be able  
21 to accommodate a transfer request?

22 A Yeah. If they don't have the staffing levels or if they  
23 have the staffing levels and they don't have the need to take  
24 on X amount of hours, they don't want to create overage in  
25 their store, and so would take part -- hours away from other



1 partners. It also could be their availability didn't meet the  
2 needs of that specific store.

3 Q I want to show -- show you what's been marked for  
4 identification as R-105. Do you have that in front of you?

5 A I do, yes.

6 Q Do you recognize this document?

7 A I do. This is a transfer request form.

8 Q And to your knowledge, is this the form that was in  
9 existence prior to August of 2021?

10 A Yes, it was.

11 Q And to your knowledge, is this form currently still in use  
12 by Starbucks?

13 A Yes, it is.

14 MR. BALSAM: Judge, I'd like to move into evidence R-105.

15 MS. STANLEY: I'm going to object, Your Honor, only  
16 because R-97 is a completed transfer request form that's  
17 identical to this form but filled out. I don't know why we  
18 need a blank one when we have a filled out one already in  
19 evidence.

20 JUDGE ROSAS: Respondent 97?

21 MS. STANLEY: Yes.

22 JUDGE ROSAS: When was that received? On the 30th? Well,  
23 okay. So we have --

24 MS. STANLEY: Yeah.

25 JUDGE ROSAS: -- a completed transfer request form. What

1 do we need it for?

2 MR. BALSAM: Judge, this is going to show just the -- the  
3 template being used, and this witness will testify about the  
4 process and specifics to this. I -- I didn't want the witness  
5 to see a -- other transfer form that was already completed.

6 JUDGE ROSAS: Overruled.

7 MR. BALSAM: Thank you.

8 Q BY MR. BALSAM: Ms. Filc, looking at this document, it  
9 says meets eligibility criteria. Do you see that?

10 A I do, yes.

11 Q What does that mean?

12 A The meets el -- eligibility criteria would be if a partner  
13 was not with good standing in the company. And what would  
14 warrant not being in good standing is if you were on a final  
15 corrective action or -- yeah, a final corrective action. Yep.

16 Q Any other reasons why, other than what you described, why  
17 a partner would not be able to transfer to a different store?

18 A No. Why we would not -- no.

19 Q Are you aware in -- are you involved in discipline with  
20 respect to partners?

21 A I am. With -- with also the district managers, partner  
22 relations, and also the regional director.

23 Q What is your particular involvement in the discipline of  
24 partners?

25 A I'm used to consult with and also to be a liaison with

1 partner relations to ensure consistency.

2 Q Does part -- does Starbucks have a particular policy with  
3 respect to the discipline of partners?

4 A Yes. We have a protocol or a process that we use, yes.

5 Q What is that protocol or process?

6 A It is a few different ways. So we have coaching  
7 conversations. We have verbal document -- we have verbal  
8 coaching conversations, sorry. We have written corrective  
9 actions. We have final corrective actions. And then we also  
10 have separation.

11 Q You mentioned coaching conversations. What is that?

12 A A coaching conversation, I know I referenced this earlier,  
13 could be an informal conversation where you're sitting and  
14 talking about a policy or a behavior to bring awareness to the  
15 partner for them to change it prior to moving to something more  
16 formal or written.

17 Q I'm wanting to show you what's been marked for  
18 identification as R-106 in the stack of documents in front of  
19 you.

20 A Yes, I see it.

21 Q Do you recognize R-106?

22 A I do. This is the corrective action form.

23 Q And to your knowledge, has this corrective action form  
24 been in existence at Starbucks prior to August of 2021?

25 A Yes.





1 Q Is it still in existence today?

2 A It is, yes.

3 MR. BALSAM: Judge, I'd like to move into evidence R-106.

4 MS. STANLEY: No objection.

5 MR. HAYES: No objection.

6 JUDGE ROSAS: Respondent 106 is received. And just for  
7 the record, 1 -- Respondent 105 is received.

8 **(Respondent Exhibit Numbers 105 and 106 Received into Evidence)**

9 Q BY MR. BALSAM: Ms. Filc, I want to draw your attention to  
10 this, the box and the -- and the words above it, manager  
11 statement. Do you see that?

12 A I do, yes.

13 Q Who provides the information in manager statement?

14 A The manager of the particular partner that is receiving  
15 this corrective action. And this is their place where they are  
16 able to state what happened and the policy that was being  
17 violated.

18 Q Are any -- is anyone else other than a manager able to  
19 input information into that box?

20 A Yes. Any of the -- the leaders. A district manager could  
21 be doing it. A store manager could be doing it. I could be  
22 writing on this. And partner relations could be supporting it  
23 as well.

24 Q And then below that, there's a section for partner  
25 statement. What is the purpose of that section?

1 A During the delivery of this corrective action form, this  
2 is the partner's ability to make a statement. It -- they can  
3 choose to do it or not, and this is their ability to have  
4 something written down formally about the documentation.

5 Q Do partners have to include a statement in a corrective  
6 action form?

7 A They do not, no.

8 Q Do partners have to sign a corrective action form that's  
9 issued to them?

10 A They do not, no.

11 Q In your roles at Starbucks, have you been involved with  
12 training of managers with respect to disciplining partners?

13 A I have, yes.

14 Q What does that entail?

15 A So for every store manager, as you go through your  
16 training, there's something we call SMT90, which is a class  
17 that all leaders take to understand the documentation process,  
18 how to properly fill out a corrective action form, as well as  
19 to understand their resources.

20 Q How often are managers provided training with respect to  
21 the discipline of partners?

22 A We have an additional class that happens annually as a  
23 refresh called Navigating Partner Concerns. That happens for  
24 all store managers and district managers annually.

25 Q Other than the training you just described, do managers



1 receive any additional training on disciplining partners?

2 A Outside of their management training, I don't know if it's  
3 formal training but would be more coaching and guidance from  
4 either their partner resource manager or their direct leader to  
5 make sure that we were doing it all accurately.

6 Q Who is involved in the decision -- to issue discipline to  
7 a partner?

8 A There are several of us. And so specifically a store  
9 manager would be consulting with their district manager,  
10 potentially their regional director, the partner resource  
11 manager, as well as partner relations.

12 Q What is the purpose for there be so many different people  
13 involved in the decision to discipline a partner?

14 A Consistency.

15 Q What do you mean by that?

16 A Well, I -- I know what I know and the market that I serve.  
17 And I am unaware of what may be happening in California or  
18 Chicago or Florida based on similar behavior or policy  
19 violations. And so in working with partner relations and also  
20 other leaders, we're able to create a consistent approach in  
21 fairness to our partners.

22 Q In your two -- in your most recent two roles at Starbucks,  
23 have you ever issued a corrective action notice to a partner?

24 A I have, yes.

25 Q What would be -- what were the circumstances in which you



1 delivered a corrective action form?

2 A As a district manager it was in support of a store manager  
3 to sit and witness a conversation. They were nervous and  
4 uncomfortable, so it was to support them and to be a coach for  
5 them. As a partner resource manager, it was also very similar.

6 Q How are partners notified if they are being issued  
7 discipline?

8 A It's a conversation. So it's a one-on-one conversation  
9 that takes place when a corrective action is being delivered.

10 Q Is that process unique to the Buffalo market, or is that  
11 universal across Starbucks?

12 A No, that's universal.

13 Q With respect to separation from employment, is that  
14 process that you just described, a one-on-one conversation, the  
15 way that notice is delivered?

16 A Yes. The only circumstance where it would be slightly  
17 different is if the partner was not at work and we were  
18 notifying them by phone, which has happened on rare occasion.

19 Q I want you to look at Exhibit R -- Exhibit R-107.

20 A Yes.

21 Q Do you recognize Exhibit R-107?

22 A I do. It's our notice of separation.

23 Q Is this notice of separation -- was this notice of  
24 separation in existence prior to August of 2021?

25 A It was, yes.

1 Q Is it still in existence today?

2 A It is.

3 MR. BALSAM: Judge, I'd like to move into evidence R-107.

4 MS. STANLEY: No objection.

5 MR. HAYES: No objection.

6 JUDGE ROSAS: Respondent 107 is received.

7 **(Respondent Exhibit Number 107 Received into Evidence)**

8 Q BY MR. BALSAM: Ms. Filc, in this section that says  
9 "Manager statement", who has the ability to insert information  
10 in that box that says manager statement?

11 A It would be the leader of that partner.

12 Q Anyone else beyond the leader of that partner?

13 A The above leaders, or partner relations, or the PRM could  
14 also be supporting in writing this document.

15 Q Have you ever completed a notice of separation for a  
16 partner?

17 A I have, yes.

18 Q In what capacity did you complete a notice of separation  
19 for a partner?

20 A As a partner resource manager, as well as a district  
21 manager.

22 Q Have you ever completed a notice of separation for a  
23 partner in the Buffalo market?

24 A I have, yes.

25 Q Do you recall the names of those individuals who you



1 completed a notice of separation for?

2 A Yes. Let's see if I can remember a few. Jennifer  
3 Cavarella (sic). I may be saying these names incorrectly, but  
4 a partner named Jennifer. A partner named Travis (phonetic  
5 throughout); Williams (phonetic throughout), I believe, was his  
6 last name. A partner named India (phonetic throughout);  
7 Southern (phonetic throughout), I believe, was her last name as  
8 well. A partner named Connor. And those are off the top of my  
9 head. And I apologize for not having the last names.

10 Q That's okay. When a manager makes a decision to  
11 discipline a partner, what is the process that that manager  
12 must undertake?

13 A The first thing that the partner would do, the store  
14 manager or leader, would be to reference the Virtual Coach.  
15 The Virtual Coach is another tool on our iPads in stores that  
16 serves as a decision tree for that partner to input data and  
17 understand a potential course of action, or resources that they  
18 need to leverage for more support. They would also reach out  
19 to their district manager for support, as well as partner  
20 relations.

21 Q Did that process occur in Buffalo in 2021?

22 A Yes. To the best of my knowledge, yes.

23 Q Was that the process in the other markets in 2021?

24 A It was, yes.

25 Q You mentioned Virtual Coach. Does the store manager have

1 to follow the Virtual Coach recommendation?

2 A Not in all cases, no.

3 Q What would be a situation where a Virtual Coach  
4 recommendation would not be followed?

5 A So the Virtual Coach is a decision tree. It doesn't have  
6 all of the information. So if the question doesn't prompt, it  
7 doesn't know everything. And so if there were extenuating  
8 circumstances, or other elements of this specific case that you  
9 couldn't enter, you can disagree, and then seek guidance from  
10 partner relations, as well as legal and your leader.

11 Q And you mentioned before that you were involved in the  
12 discipline of partners, correct?

13 A I was, yes.

14 Q You mentioned the partner by the name of Jennifer. Was  
15 her name Cavaretta (phonetic throughout) -- Caravata?

16 A It was, yes.

17 Q What were the circumstances of Jennifer Caravata's  
18 discipline?

19 A Jennifer Caravata was separated, and she was separated  
20 because there was an ethics and compliance investigation that  
21 was opened in the store. And that was in regards to being in  
22 violation of our anti-discrimination, anti-harassment standard,  
23 which had unwanted touching of partners and inappropriate and  
24 unprofessional things being said to partners.

25 Q Was Ms. Caravata, to your knowledge, separated from



1 employment with Starbucks?

2 A She was, yes.

3 Q Do you know if Ms. Caravata was a supporter of the Union?

4 A I have no idea.

5 Q You also mentioned India Southern. What were the  
6 circumstances regarding India Southern's discipline?

7 A Sure. This was another ethics and compliance  
8 investigation that was opened. And India was separated for  
9 making racial and ethnic slurs at work.

10 Q Do you know if India Southern was a supporter of the  
11 Union?

12 A I have no idea.

13 Q You mentioned Travis Williams. Do you recall the  
14 circumstances regarding Travis Williams' discipline?

15 MS. STANLEY: Your Honor, I'm objecting to this line of  
16 questioning about these individuals. The Employer has access  
17 to documentation. If these people were separated, and Mr.  
18 Filc's testimony, without that documentation, is not the best  
19 evidence. It's also unclear why it's relevant in the first  
20 place.

21 MR. BALSAM: Comparative data, Judge. Ms. Filc is  
22 testifying about her recollection of these events.

23 JUDGE ROSAS: Did you subpoena such documentation?

24 MS. STANLEY: Yes.

25 JUDGE ROSAS: Did you produce --



1 MR. BALSAM: To my knowledge, we did, Judge.

2 JUDGE ROSAS: Okay. So I'm going to conditionally permit  
3 this testimony on the assumption, and you should be able to  
4 figure this out by the time it's all said and done, that it'll  
5 be corroborated with documentation. If it's not, it's subject  
6 to being stricken upon briefing. So overruled, at this point.  
7 You can answer it.

8 THE WITNESS: Could you repeat the question?

9 Q BY MR. BALSAM: Sure. We were discussing Travis Williams'  
10 separation. I asked you if you recall the circumstances of  
11 that.

12 A do. I -- I actually was there for the conversation and  
13 separated him myself, with the store manager sitting next to  
14 me. Travis was separated based on violation of COVID  
15 procedures, dress code, and safety and security. And there was  
16 several other instances prior that Travis was documented for  
17 leading up to that separation that was noted on his separation  
18 document.

19 Q Travis Williams was a partner in the Buffalo market?

20 A He was. Yes, he was a shift supervisor.

21 Q Do you know if Mr. Williams was a supporter or is a  
22 supporter of the Union?

23 A I have no idea.

24 Q You mentioned Connor. Was it Connor Olson?

25 A It was Connor Olson, yes.

1 Q Do you recall the circumstances of Connor Olson's  
2 discipline?

3 A I do. Connor Olson was documented several times for time  
4 and attendance and was ultimately separated for his inability  
5 to show up to work on time.

6 Q Ms. Filc, I'm going to draw your attention to R-110.

7 A Okay. Give -- give me one moment.

8 JUDGE ROSAS: What exhibit?

9 MR. BALSAM: 110, Judge.

10 A I do have that in front of me.

11 Q BY MR. BALSAM: Have you seen R-110 before, Ms. Filc?

12 A Yes, I have.

13 Q What is R-110?

14 A R-110 is the document that was issued to Connor on October  
15 4th. This was a final written -- final written warning  
16 delivered to Connor in regards to coming to work on time.

17 Q Ms. Filc, in your experience at Starbucks over the 16  
18 years that you've worked there, is it common for partners to be  
19 disciplined for time and attendance violations?

20 A It is. It's more common than not.

21 Q In your experience as a -- at Starbucks over the last 16  
22 years, have partners been terminated for time and attendance  
23 violations?

24 A They have. Yes.

25 MR. BALSAM: Judge, I'd like to move into evidence R-110.



1 MS. STANLEY: Voir dire, Your Honor?

2 **VOIR DIRE EXAMINATION**

3 Q BY MS. STANLEY: Ms. Filc, did you participate in issuing  
4 this final written warning?

5 A I did not participate in issuing it, but I participated in  
6 writing it.

7 Q Do you know why there are no signatures on this document?

8 A I do not know.

9 Q Do you know that this document was actually presented to  
10 Mr. Olsen?

11 A I was not physically present, so I do not know.

12 MS. STANLEY: I'm going to object, Your Honor.

13 MR. HAYES: I join that objection.

14 JUDGE ROSAS: What do you offer this for?

15 MR. BALSAM: It's comparative data, Judge. Ms. Filc has  
16 testified that she was contacted and wrote this particular  
17 document. She was not involved in the actual delivery of it,  
18 but the document itself suggests and indicates that this  
19 particular partner was, in fact, disciplined for time and  
20 attendance violations on the dates referenced on this document.

21 MS. STANLEY: Judge, I would just add that since it's not  
22 signed by either the manager or the partner, and I think this  
23 does show that it was actually issued, and if it wasn't issued,  
24 I don't see how it can be a comparative discipline.

25 MR. BALSAM: It's a business record, Judge, which was

1 produced to Respondent.

2 JUDGE ROSAS: It is a business record, but it is received  
3 only for the purpose of showing that it is a business record in  
4 the files of the Respondent.

5 However, I'm not receiving it for the purpose of  
6 establishing that this witness -- that witness -- that Mr.  
7 Olsen was actually presented with this, or that was disciplined  
8 in accordance with what is stated on this corrective action  
9 form. So I'll receive it for that limited purpose.

10 All right. 110 is received.

11 **(Respondent Exhibit Number 110 Received into Evidence)**

12 **RESUMED DIRECT EXAMINATION**

13 Q BY MR. BALSAM: Ms. Filc, are you aware of a partner by  
14 the name of Angel Krempa?

15 A I am, yes.

16 Q Who is Angel Krempa?

17 A Angel Krempa was a shift supervisor in one of our stores  
18 in the Buffalo market.

19 Q To your knowledge, was Ms. Krempa ever disciplined while  
20 employed as a baris -- as a shift supervisor in the Buffalo  
21 market?

22 A Yes.

23 Q How do you know that?

24 A I know that because I was part of creating that  
25 documentation, and also part of the conversation with the store



1 manager, the district manager, partner relations, on this  
2 documentation.

3 JUDGE ROSAS: Do you want her to look at the document?

4 Q BY MR. BALSAM: Yeah. Let me draw your attention to GC  
5 Exhibit 61, which is in front of you.

6 A I can see that, yes.

7 Q Is this the discipline that you were involved in with  
8 respect to Ms. Krempa?

9 A Yes, it was.

10 Q Were you consulted prior to the issuance of this  
11 discipline?

12 A I was, yes.

13 Q What was the purpose of you being consulted prior to the  
14 issuance of this discipline?

15 MR. HAYES: Objection. Calls for speculation.

16 JUDGE ROSAS: Yeah. Just tell us what happened.

17 A So as this occurrence happened within the store, the store  
18 manager had reached out to the district manager, and the  
19 district manager made me aware of the profanity that Angel was  
20 using, and that partner relations would be looped in so that we  
21 could have a conversation on what was the best course of action  
22 in this particular case.

23 Q BY MR. BALSAM: And in this particular case, Ms. Krempa is  
24 being disciplined for using foul language; is that correct?

25 A That is correct.

1 Q Does Starbucks discipline baristas outside the Buffalo  
2 market or shift supervisors outside the Buffalo market, for  
3 using foul language?

4 A Yes.

5 Q Have you personally been involved in disciplining shift  
6 supervisors or baristas for using foul language?

7 A Yes, as a -- at every level I've worked at, yes. As a  
8 store manager and above.

9 Q Now in terms of the discipline that you have been involved  
10 in, with respect to shift supervisors or baristas, has either  
11 one been terminated, in your experience, for using foul  
12 language?

13 A Yes.

14 Q With respect to Ms. Krempa, do you know why Ms. Krempa was  
15 not fired for using foul language, as reflected in this  
16 document?

17 A I do.

18 Q Why was that?

19 A We chose to deliver -- and I say "we" because it was a  
20 collective group having this discussion -- to issue a final  
21 corrective action based on everything that was going on in the  
22 market. And also to give Angel an opportunity to be aware that  
23 this is not acceptable, and it would lead to separation if it  
24 happened again.

25 Q What do you mean when you say, "everything that was going

1 on in the market"?

2 A Stores were -- there were unionizing efforts within  
3 Buffalo. There were standards not in place. And we were very  
4 conscious of the fact that we did not look like we were  
5 separating partners because of their Union affiliation.

6 Q Are you aware of a partner by the name of Minwoo Park?

7 A Yes, I am.

8 Q How do you know Minwoo Park?

9 A Minwoo Park was a partner at the same store that Angel was  
10 in. I've spoken to Minwoo on several occasions, and was also  
11 part of creating his final corrective action.

12 Q Why did you have occasion to speak to Mr. Park on several  
13 occasions?

14 A Minwoo had reached out to me in regard to some resources  
15 around benefits that he was seeking to obtain.

16 Q I want to draw your attention to GC Exhibit 125, which is  
17 in front of you.

18 A Yes, I see it.

19 Q Do you recognize GC Exhibit 125?

20 A I did. I was part of writing this document.

21 Q Now, similar to Ms. Krempa, it says here that Mr. Park was  
22 issued a final written warning, correct?

23 A Correct.

24 Q And this discipline was relating to usage of inappropriate  
25 language at work, correct?

1 A Correct.

2 Q Why was Mr. Park not separated because of this -- based on  
3 this incident?

4 A For the exact same reason I just gave in the example for  
5 Angel Krempa.

6 Q And that is?

7 A With everything going on in the market, we wanted to give  
8 Minwoo the opportunity to improve his performance so that it  
9 didn't lead to separation.

10 Q And to your knowledge did Mr. Park correct his behavior  
11 following the issuance of this discipline on 12/3/21?

12 A Can you say that one more time?

13 Q Sure. Sorry about that. To your knowledge, did Mr. Park  
14 correct his behavior following the issuance of this discipline  
15 on 12/3/21?

16 A Not to my knowledge. I believe he was separated.

17 Q Now I'm drawing your attention to GC Exhibit 126.

18 A Yes, I can see this.

19 Q Do you recognize GC Exhibit 126?

20 A I do.

21 Q And how do you recognize this document?

22 A I was part of writing this document.

23 Q Now again, here, Mr. Park is accused of using profanity in  
24 the workplace. Do you see that?

25 A I do, yes.



1 Q And this would have been the second time that Mr. Park  
2 used profanity in the workplace. Correct?

3 A Correct.

4 Q Why was Mr. Park not separated from employment on  
5 12/9/21?

6 A We were being lenient with Minwoo, again, to give him  
7 every opportunity to improve his performance.

8 Q In a market outside Buffalo, had Mr. Park -- had a partner  
9 used profanity twice, on the floor, would he -- would they have  
10 been separated?

11 A Yes.

12 Q Do you recall a partner by the name of Brandon Janka  
13 (phonetic throughout)?

14 A I do, yes.

15 Q Who is Brandon Janka, to your recollection?

16 A Brandon Janka was a partner in what I'm going to call our  
17 airport location, directly across from the Buffalo Airport.

18 Q Do you know if Brandon is still employed by Starbucks?

19 A I do not know that. No.

20 Q I want to draw your attention to what has been marked  
21 identification as R-108.

22 A Yes.

23 Q Do you recognize R-108?

24 A I do. I was part of writing this document.

25 Q And what were the circumstances of the written warning

1     that's described and the corrective action form that's dated --  
2     created on 11/23/21?

3     A     Brandon -- this was in regards to time and attendance, and  
4     not properly communicating, as well as COVID protocols.  
5     Essentially, Brandon isolated himself, and failed to  
6     communicate with anyone that he did so, and missed scheduled  
7     shifts.

8     Q     To your knowledge, was this document provided to Mr.  
9     Janka?

10    A     To my knowledge, yes.

11           MR. BALSAM: Judge, I'd like to move into evidence R-108.

12           MS. STANLEY: Same objection as to 110, Your Honor.

13     There's no signatures. There's nothing to show this -- this  
14     discipline was actually issued. And so I would object to it  
15     being used as a comparative item.

16           MR. HAYES: Same objections.

17           MR. BALSAM: The witness testified to this document being  
18     delivered, to her knowledge. The fact that it's not signed  
19     doesn't mean it was not delivered.

20           JUDGE ROSAS: What's the basis for that testimony that it  
21     was delivered?

22           THE WITNESS: Is that to me?

23           JUDGE ROSAS: To you.

24           THE WITNESS: I -- I created and wrote this document,  
25     based on the performance concerns of this partner.

1 JUDGE ROSAS: Okay. All right. I'm going to receive it  
2 for the same limited purpose of establishing that it is a  
3 business record based on the witness' testimony.

4 However, I do not receive it for the purpose of  
5 establishing that the individual on there, Brandon Janka,  
6 actually received this document.

7 **(Respondent Exhibit Number 108 Received into Evidence)**

8 Q BY MR. BALSAM: Ms. Filc, I'm drawing your attention to  
9 R-109.

10 A Yes.

11 Q Have you ever seen R109?

12 A I have not. I would not have been part -- let me. Can I  
13 correct myself?

14 Q Yes, please.

15 A Okay. So I did not create this document, but I did have  
16 visibility to this document when we were referencing Brandon's  
17 performance, in the past documentation that we just referenced.

18 Q So what do you do mean you would have referenced this  
19 document?

20 A Yep. Any time that we are talking about a partner's  
21 performance, we always take into consideration past performance  
22 issues and documentations that would have been issued, and  
23 those are kept together. And so this would have been a  
24 document referenced, when looking at his performance. But I  
25 was not part of writing this.

1 Q And in this particular document that you referenced, it  
2 refers to Brandon being late to work, right?

3 A Correct.

4 Q And this is similar to the discipline that you were  
5 involved in, in November 23, 2021, concerning the same partner,  
6 correct?

7 A Correct. With the exception of COVID being added in  
8 there. But yes.

9 Q And this was issued in August of 2021, to your knowledge?

10 A Correct, to my knowledge, yes.

11 MR. BALSAM: Judge, I'd like to enter this into evidence  
12 as R-109.

13 MS. STANLEY: No objection.

14 MR. HAYES: No objection.

15 JUDGE ROSAS: Respondent 109 is received.

16 **(Respondent Exhibit Number 109 Received into Evidence)**

17 Q BY MR. BALSAM: Do you know someone by the name of David  
18 Fiscus?

19 A I do. David Fiscus was a store manager for us in Hamburg.

20 Q Is Mr. Fiscus still employed by Starbucks to your  
21 knowledge?

22 A He is not.

23 Q What were the circumstances regarding Mr. -- Mr. Fiscus'  
24 separation from Starbucks?

25 A David Fiscus sent in his resignation from Starbucks.

1 Q Do you know when Mr. Fiscus sent -- sent in his  
2 resignation from Starbucks?

3 A It was in the beginning of September.

4 Q Do you know why Mr. Fiscus resigned?

5 A I had held an exit interview with David, which is  
6 customary to do when partners resign at Starbucks, just to gain  
7 insight, and to get additional feedback about why he was  
8 choosing to leave Starbucks. David was a partner in this  
9 market for about seven months. He transferred in from New York  
10 City, and he had shared with me that during his time within  
11 this market, he felt very isolated. He did not feel part of a  
12 team. Stores were very much not working together as far as  
13 peers and store managers were concerned, as well as not feeling  
14 that he had the support from his district manager at the time,  
15 David.

16 Q And who was his store manager?

17 A The store manager is David Fiscus, and the DM that I just  
18 reference is David LeFrois.

19 Q Is David LeFrois still employed by Starbucks?

20 A He is not.

21 Q Do you know why Mr. LeFrois is no longer employed by  
22 Starbucks?

23 A I don't -- I don't recall.

24 Q Were you involved in that -- his separation?

25 A David LeFrois?

1 Q Yes.

2 A I was.

3 Q And you don't recall?

4 A I -- I don't. I was -- I was part of it, though. Off the  
5 top of my head, I -- I do not recall.

6 Q Okay. You mentioned earlier that you were familiar with  
7 partner pay.

8 A Yes.

9 Q Are you aware of increases being offered to hourly  
10 partners during your time at Starbucks?

11 A I am. They -- they do happen annually.

12 Q Has that happened ever since you've been an employee at  
13 Starbucks?

14 A All 17, almost 18 years, yes.

15 Q Are you involved in the pay raises, the decision of who  
16 should get pay raises?

17 A I'm not directly involved in issuing or coming up with the  
18 budget around annual pay increases.

19 Q And you mentioned that partners are -- receive a pay raise  
20 annually. Are there any other times in the year when a partner  
21 would receive a pay raise?

22 A There is. So first, if it was a company initiative in  
23 which there was, let's say, an off cycle increase that was  
24 going to be happening, that would be one way. The other way is  
25 for either -- specifically hourly. If a partner feels -- if

1     they have transferred in between markets, or they're a  
2     long-term partner, that their pay is not equitable, or if  
3     they've been somehow left behind in their pay, we will look  
4     into that and make a case. And if something or that partner  
5     has been wronged in their pay, we will correct that. And that  
6     has happened on occasion and in my years at Starbucks, based on  
7     the level that I would be able to do that.

8     Q     To your knowledge, was there a pay increase issued in the  
9     Buffalo market prior to August of 2021?

10    A     There was, yes.

11    Q     How do you know that?

12    A     It was -- we are included on all announcements of pay  
13     increases in the organization, and that would have come through  
14     on our Partner Hub, on Workplace, and in email.

15    Q     Ms. Filc, I want to show you the document that is in front  
16     of you marked R-112.

17    A     Yes.

18    Q     Do you recognize R-112?

19    A     I do, yes.

20    Q     What is R-112?

21    A     This is an announcement, or a posting, on our Partner Hub  
22     from Roseanne Williams, explaining and talking about pay  
23     increases that were to come in the future.

24    Q     Did you receive -- or read R-112?

25    A     One more time.

1 Q Have you received or read R-112?

2 A I have, yes.

3 Q And how would you have received it?

4 A I would have received this on accessing the Partner Hub.  
5 It also would have been in my inbox.

6 MR. BALSAM: Judge, I want to move into evidence R-112.

7 MS. STANLEY: No objection.

8 MR. HAYES: No objection.

9 JUDGE ROSAS: Respondent's 112 is received.

10 **(Respondent Exhibit Number 112 Received into Evidence)**

11 Q BY MR. BALSAM: Ms. Filc, it says here, "message from  
12 Rossann". Who is Rossann?

13 A Rossann Williams was our executive vice president of  
14 retail operations in North America.

15 Q She involved -- would Rossann had been involved in  
16 determining whether to issue a pay increase?

17 A She would, as well as allocating the money to do so.

18 Q Now, I want to draw your attention to the second page of  
19 this document. There are multiple bullet points. Do you see  
20 that?

21 A I do, yes.

22 Q It says at that first bullet point, "at least a 10 percent  
23 pay increase, effective December 14th ,for baristas, shift  
24 supervisors, and café attendants hired on or before September  
25 14th of 2020". To your knowledge, was a 10 percent pay





1     increase distributed to the individuals identified in this  
2     bullet point?

3     A     Yes. To my knowledge, yes.

4     Q     And to your knowledge, was it implemented and distributed  
5     on the dates reflected in that first bullet point?

6     A     Yes.

7     Q     And then below that, it says, "tenured partners with three  
8     years of continued service will received at least an 11 percent  
9     increase". Do you see that?

10    A     I do, yes.

11    Q     To your knowledge, did that actually occur?

12    A     Yes.

13    Q     And to your knowledge, did that occur prior to August of  
14    2021?

15    A     Yes.

16    Q     In your experience at Starbucks, is it unusual for more  
17    tenured partners to receive higher pay increases?

18    A     No, that is not unusual.

19    Q     Was the pay increase announced in the November 1st, 2020  
20    the last pay increase that were distributed to partners prior  
21    to August of 2021?

22    A     Can you repeat that question --

23    Q     Sure.

24    A     -- please?

25    Q     This document is dated 11/1/2020, correct?

1 A Correct, yes.

2 Q To your knowledge, were there any subsequent pay increases  
3 delivered to partners after the dates reflected in this  
4 document?

5 A Yes. There were more to come, yes.

6 Q How did you become aware of additional pay increases being  
7 distributed to partners?

8 A The exact same level of communication, both through email,  
9 announcements on the Partner Hub, and workplace.

10 Q Take a look at R-114 in front of you, please?

11 A Yes.

12 Q Do you recognize R-113?

13 A I do.

14 Q And what is it?

15 A This was communication, again sent from Rossann Williams  
16 in regards to more pay increases.

17 Q Now, it's dated July 28th, 2021, correct?

18 A It is, correct.

19 Q Do you recall receiving this communication on or about  
20 July 28th, 2021?

21 A I do, yes.

22 MR. BALSAM: Judge, I'd like to move into evidence R-113.

23 MS. STANLEY: No objection.

24 MR. HAYES: No objection.

25 JUDGE ROSAS: Respondent's 113 is received.



1       **(Respondent Exhibit Number 113 Received into Evidence)**

2       Q     BY MR. BALSAM:  And the -- the third point in this  
3       document, it says, "we will also accelerate our investments in  
4       the tools you need to do your best work every day".  Do you see  
5       that?

6       A     I do.

7       Q     Do you know what that was in -- in reference to?

8       A     It -- it is.  So accelerate investments in tools, in  
9       training.  So we have since had teams working on updating and  
10      increasing training for our partners.  We also have work  
11      happening in technology specific to MOP and drive-thru to make  
12      it easier to be a partner in the store.

13      Q     Now, the first bullet -- in the first paragraph, next to,  
14      "we are moving up our planned January pay increase to October  
15      4th".  In that section, it says, "we will look to move up our  
16      planned investments in pay to ensure a meaningful increases for  
17      all partners, just as we did last December, and we are doing  
18      again this year".  Do you see that?

19      A     I do.

20      Q     What did this mean to you when you read that?

21           MS. STANLEY:  Objection.  Relevant.

22           JUDGE ROSAS:  I'm sorry.

23      Q     BY MR. BALSAM:  What did this mean to you when you read  
24      it?

25           MR. BALSAM:  She's a partner, who was ac -- who would have

1 received the benefit from this document, and I asked her what  
2 it -- she -- she understood it to mean. It was issued to all  
3 partners.

4 JUDGE ROSAS: All right. I'll allow it.

5 THE WITNESS: Am I clear --

6 JUDGE ROSAS: Yep.

7 THE WITNESS: -- to answer? Okay.

8 A What it meant to me is that we were accelerating pay  
9 investments in our partners. As a leader in this organization,  
10 I was excited to see that, so it would be meaningful for our  
11 partners, and also make us more competitive in the workplace.

12 Q BY MR. BALSAM: Now, on the last page of this document, is  
13 says, "your manage -- your managers will share your new pay  
14 rate during your PDC starting late August". What is a PDC?

15 A A PDC is a performance and development conversations that  
16 would be time scheduled between a store partner and their store  
17 manager, where they talk about their development.

18 Q And to your knowledge, during that PDC, would the  
19 information in this document have been shared with them?

20 A It would have been, yes.

21 Q And it would have been unique to their particular  
22 circumstance? Unique to their particular pay increase?

23 A Yes.

24 Q Subsequent to the communication from Ro -- Rossann on July  
25 28th, 2021, was there any additional communications regarding

1 pay increases that you have received?

2 A Yes. So there would have been a few things, such as dates  
3 and timelines of when pay increases would be available for  
4 store managers to view so they could share the accurate amount  
5 with the store partners. There also would have been talking  
6 points and FAQs that, at Starbucks, we give with everything.

7 Q And how -- how were those FAQs communicated to partners?

8 A They would either be in a weekly update, or they would be  
9 sent directly to the store managers, as well as accessible on  
10 the Partner Hub.

11 Q Ms. Filc, I was to draw your attention to R-114 in the  
12 stack of paper in front of you.

13 A Yes.

14 Q Do you recognize R-114?

15 A I do.

16 Q And what is this document?

17 A This is a -- a message from Denise in regards to the  
18 specific pay investments that were going to be coming down to  
19 equip our store managers, with talking points about the pay.

20 Q And who is Denise?

21 A Denise works directly under Rossann Williams, and is  
22 senior vice president of retail -- retail operations in North  
23 America.

24 Q Draw your attention --

25 MR. BALSAM: Judge, I'd like to move into evidence R-114.



1 MS. STANLEY: No objection.

2 MR. HAYES: No objection.

3 JUDGE ROSAS: Respondent 114 is received.

4 **(Respondent Exhibit Number 114 Received into Evidence)**

5 MR. BALSAM: Thank you.

6 Q BY MR. BALSAM: Ms. Filc, drawing your attention to the  
7 first bullet point, where it says, "on October 4, all hourly  
8 partners hired on or before July 6th will get at least a 5  
9 percent increase, 6 percent for tenured partners". Do you see  
10 that?

11 A I do, yes.

12 Q What does "tenured partners" mean?

13 A Tenure is a term that we use to talk specifically to  
14 partners who have been with us for a specific duration of time,  
15 which in past communications, has been a partner who's been  
16 with us more than three years.

17 Q Now, it says on the second page, the second to last bullet  
18 point --

19 A Yes.

20 Q -- says, "we expect every partner to be at or above \$15  
21 per hour within the next two to three years".

22 A Yes.

23 Q To your knowledge, was that the first time that Starbucks  
24 has notified partners of the intent to get to a \$15 per hour  
25 pay rate?

1 MS. STANLEY: Oba -- objection. Relevance.

2 JUDGE ROSAS: Repeat the question.

3 MR. BALSAM: I asked if -- if to this witness's knowledge,  
4 was this communication of a \$15 per hour pay rate the first  
5 time that she's been aware of it.

6 JUDGE ROSAS: What's the objection?

7 MS. STANLEY: Relevance.

8 MR. BALSAM: Judge, this -- all these allegations in the  
9 complaint that we provided added benefits to this market, and  
10 it goes to the timing of this notification, and when the plan  
11 went in place for this pay increase.

12 JUDGE ROSAS: Overruled.

13 THE WITNESS: I can answer?

14 JUDGE ROSAS: Yeah.

15 A Yes. I was aware that we were working towards a \$15 an  
16 hour floor prior to this communication.

17 Q BY MR. BALSAM: How were you aware of that?

18 A It was in news media, as well as in past communication  
19 from Rossann.

20 Q That you were -- communication from Rossann that you were  
21 personally --

22 A Yes.

23 Q -- involved in?

24 A Yes.

25 MR. BALSAM: Judge, could I have five minutes, please?

1 Thank you.

2 JUDGE ROSAS: Off the record.

3 (Off the record at 10:42 a.m.)

4 JUDGE ROSAS: Go ahead.

5 **RESUMED DIRECT EXAMINATION**

6 Q BY MR. BALSAM: Ms. Filc, you were testifying earlier  
7 about certain foo -- certain benefits that Starbucks provides?

8 A Yes.

9 Q Does -- does Starbucks provide a food benefit to its  
10 partners?

11 A We do, yes.

12 Q What is that food benefit?

13 A A food benefit allows for a partner, within their  
14 scheduled shift at their home store, to mark out one item of  
15 food.

16 Q Are you speaking to the -- the current food benefit that's  
17 offered to Starbucks baris -- partners?

18 A I am speaking to the current policy around that, yes.

19 Q Was the policy different during the COVID pandemic?

20 A It was, yes.

21 Q What was the difference between the current benefit and  
22 the one that was provided during the COVID pandemic?

23 A Due to food insecurity, specifically through COVID, that  
24 benefit was offered for all partners, not just store partners,  
25 to be utilized seven days a week, not just during scheduled



1 shifts, and it could also take place in any store.

2 Q And when did that change to the current policy go into  
3 effect, to your knowledge?

4 A It was as we were coming out of the pandemic. I couldn't  
5 speak to the specific date, but it was as we got more to  
6 normalcy.

7 Q And was that change rolled out across the United States?

8 A It was consistent across the U.S., yes.

9 MR. BALSAM: I have nothing further, Judge.

10 JUDGE ROSAS: General Counsel, cross?

11 MS. STANLEY: Sure.

12 **CROSS-EXAMINATION**

13 Q BY MS. STANLEY: Hi, Ms. Filc.

14 A Hi.

15 Q You talked about -- regarding the final written warning  
16 that was issued to Angel Krempa.

17 A Yes.

18 Q You talked about a group of you choosing to issue the  
19 final written warning as opposed to separation.

20 A Yes. That's the decision that we made, yes.

21 Q Who is the group that made that decision? Who were the  
22 members of the group?

23 A Sure. Would you like specific names, or just their  
24 titles?

25 Q Names, please.

1 A Okay. That would have been Robyn Ruderman, who was our --  
2 our legal --

3 MR. BALSAM: Ob -- objection, Judge. That's legal  
4 counsel, so any conversations specifically about what that  
5 counsel may have said to Ms. Filc would be privileged.

6 JUDGE ROSAS: Overruled. The names.

7 THE WITNESS: Okay.

8 JUDGE ROSAS: Ruderman?

9 A Robyn Ruderman, Deanna Pusatier, the partner resource  
10 associate that was consulting us, and I don't remember their  
11 exact name, as well as the district manager, and there were  
12 several that I was working with at the time, and I couldn't  
13 speak to the specific one. I believe her name was MK,  
14 actually.

15 Q BY MS. STANLEY: Anyone else?

16 A No, I believe -- I believe that was everybody. Oh, excuse  
17 me. The store manager as well. I apologize.

18 Q Who -- do you remember who the store manager was at that  
19 time?

20 A I believe her name was Tiffany Mann at the time. It had  
21 changed, but yes.

22 Q I believe you testified that employees could reach out if  
23 they had issues with their pay, if they felt they weren't paid  
24 adequately, things like that. Do you remember that testimony?

25 A I do, yes.

1 Q Is that something that partners would reach out directly  
2 to you about?

3 A It has happened, yes.

4 Q Have you ever been contacted relating to a partner named  
5 Iliana Gomez about her pay?

6 A I do not recall that, no.

7 Q You testified that you weren't sure exactly when the shift  
8 from the -- the food benefit shifted from the COVID policy to  
9 the current policy; is that right?

10 A That is right.

11 Q Do you know whether there were any kind of interim  
12 policies, whether there were any -- any, like, interim  
13 iterations of the food benefit between the COVID policy, where  
14 it was all partners, seven days a week, not just during their  
15 shifts, at any store and the current policy, one item, on  
16 shift, at their store?

17 A The only update or clarification that I recall that came  
18 out in a weekly update was who was eligible, and clarifying  
19 that it was in-store partners and not, for example, myself,  
20 that supports the store, but doesn't report to a store every  
21 day for work.

22 Q Do you remember when that clarification was issued?

23 A I don't recall, but it was after that policy changed.

24 Q You testified earlier that Tori Chlo (phonetic throughout)  
25 or Clow?



1 A I'm not really sure, but I think we're referencing the  
2 same person. It's C-L -- C-L-O-W -- W.

3 Q So you test -- you testified that she was supporting the  
4 northeast region as a recruiter before focusing specifically on  
5 Buffalo. Do you remember that?

6 A I do, yes.

7 Q When she started to focus specifically on Buffalo, did she  
8 continue to serve the rest of the northeast region?

9 A No. She was supporting the stores that we asked her to  
10 support in Buffalo. And may add, hourly specialists are  
11 generally given about 15 to 16 stores to support across the  
12 area, because we're selecting those stores in most need.

13 Q So when she supported stores across the northeast region,  
14 do you know how many stores she was supporting at that time?

15 A I don't. I can only speak to the hourly staffing  
16 specialists I have now and how many they have. I apologize.

17 MS. STANLEY: I have nothing further, Your Honor.

18 **CROSS-EXAMINATION**

19 Q BY MR. HAYES: Ms. Filc, you testified that you were a  
20 district manager somewhere in New York; is that correct?

21 A Correct, yes.

22 Q What part of New York?

23 A Northern and southern Westchester County.

24 Q Okay. And no other part?

25 A No.

1 Q Okay. So you haven't done work in the Buffalo or  
2 Rochester area before August or September of 2021; is that  
3 correct?

4 A That is correct.

5 Q I -- I apologize if I missed it. When did Tori Clow get  
6 assigned to work only in the Buffalo area?

7 A It would have been August, September time frame of 2021.

8 Q When you testified about the partner planning tool, you  
9 said that leaders can make changes based on changes in the  
10 business. Do you remember that?

11 A I do, yes.

12 Q So -- well, first of all, which leaders are able to do  
13 that? Which titles?

14 A Everyone who has access to that document, which would be  
15 store managers, district managers, regional directors can input  
16 that data.

17 Q Okay. So what variables can they change within that  
18 program?

19 A You can change everything to do with the partner. So for  
20 example, how many partners you have on a leave of absence, that  
21 will change your staffing needs. You can also change the  
22 amount of partners you anticipate leaving. So based on partner  
23 conversations, they may share, I'm leaving for school, or I'm  
24 changing careers, or you may be performance managing several  
25 partners out that are risk of separation, and you want to plan

1 ahead for that turnover.

2 Q Well, you had said that they could change things based on  
3 changes in the business, right? So what kind of changes would  
4 those be?

5 A You -- it was -- it's both. And so changes in the  
6 business, I think I gave the example of a -- a university. So  
7 if you're looking at three months at a time of August,  
8 September, and October, the system is looking at the past  
9 trend, and the summer, let's say, was quieter, and you're going  
10 into the fall season, students coming back to school, and it  
11 may not take that into note, which will not interpret how many  
12 partners you may actually need.

13 Q So what exactly is the leader able to do if that kind of  
14 change is needed within the program?

15 A You -- there is a portion at the top, where you can add  
16 a -- the percentage of business change you anticipate having  
17 over what is articulated in that tool, so it will give you more  
18 accurate data, if you foresee it to be inaccurate.

19 Q Okay. Does it allow for any other changes related to  
20 business variation?

21 A I don't believe so, no.

22 Q You testified about par -- about a partner named India  
23 Southern. What is India's title?

24 A To my best recollection, India was a barista.

25 Q At some point, you testified on general trends of time and

1 attendance violations and whether partners are written up for  
2 those violations. Do you remember that?

3 A Yes.

4 Q You said it was more common than not for a partner to be  
5 written up for time and attendance violations. What did you --

6 MR. BALSAM: Objection.

7 Q BY MR. HAYES: -- mean by that?

8 MR. BALSAM: That's not what the witness testified.

9 JUDGE ROSAS: Rephrase.

10 Q BY MR. HAYES: Do you remember using the -- the term "more  
11 common than not" with respect to write-ups for time and  
12 attendance?

13 A I do.

14 Q What did you mean by that?

15 A Partners have a hard time coming to work on time,  
16 specifically hourly partners.

17 Q So what does it mean for them to be disciplined "more  
18 often than not"?

19 MR. BALSAM: Objection. Again, that's not what the  
20 witness testified to.

21 JUDGE ROSAS: I'll allow it. She can answer that.

22 A The -- wha -- what my intention of that phrase is that we  
23 write people up for time and attendance, and it happens more  
24 frequently than you may think. That is what I meant by that  
25 phrase.

1 Q BY MR. HAYES: Understood.

2 MR. HAYES: Nothing further.

3 JUDGE ROSAS: Any follow up?

4 MR. BALSAM: Just one question, Judge.

5 **REDIRECT EXAMINATION**

6 Q BY MR. BALSAM: Ms. Filc, you mentioned just now that  
7 there was a clarification issued with respect to the food and  
8 benefit -- the food benefit?

9 A Yes.

10 Q Was that clarification issued to the entire United States?

11 A It was.

12 MR. BALSAM: Nothing further, Judge.

13 JUDGE ROSAS: Anything else?

14 MS. STANLEY: No, Your Honor.

15 MR. HAYES: No questions.

16 JUDGE ROSAS: Okay. Thank you. Your testimony is  
17 concluded. Do not discuss your testimony with anyone until  
18 you're advised by counsel that the record in the case is  
19 closed. All right?

20 THE WITNESS: Okay. Thank you.

21 JUDGE ROSAS: Have a good day.

22 THE WITNESS: Thank you.

23 JUDGE ROSAS: So counsel, if there's nothing else today --

24 MR. BALSAM: Judge, again, today, we have no further  
25 witnesses. We expect to have a full slate of witnesses upon



1     our record on September 12th, and we do anticipate being able  
2     to conclude, again, that week, as we've reflected to you this  
3     week.

4             MS. POLITO: Or if possibly, that Monday, because we were  
5     not aware that we were not in court on Friday. I don't think  
6     so Judge, but I just --

7             JUDGE ROSAS: Well, I --

8             MS. POLITO: I thought we had a full week, the --

9             JUDGE ROSAS: Yes.

10            MS. POLITO: -- last I seen was from yesterday.

11            JUDGE ROSAS: Well, September 12th, that'll be a full week  
12     because --

13            MS. POLITO: Yes.

14            JUDGE ROSAS: -- you haven't produced witnesses for half  
15     of any of the four days today -- this week. And you know,  
16     it's, you know -- if it's a case that the Respondent takes  
17     seriously, and I'm not referring to counsel, they need to make  
18     do with availability for people to get them here. I mean, we  
19     have business from -- from 9:00 to 5:30, so you'd better read  
20     your client the riot act because it -- it's going to come to an  
21     end at some point, and it -- and -- and you know, if -- if  
22     we're not using up our time next week, the Respondent's going  
23     to have a problem. Respondent's going to have a problem.

24            You know, it -- it's not acceptable to be adjourning at  
25     11:00, 11:30, the other times that we adjourned. You know, the

1 record will be clear about that. So you've got to let your  
2 client know, you know, they need to move things around. I  
3 mean --

4 MS. POLITO: Judge --

5 JUDGE ROSAS: -- you know --

6 MS. POLITO: -- I would just say --

7 JUDGE ROSAS: -- the -- the -- the -- the employees who  
8 have been coming to testify, obviously, there's coordination  
9 required with, you know, the Employer, and -- and -- and you  
10 know, their schedules, and you know, that creates  
11 inconveniences for everybody, including the stores. You know,  
12 witnesses availability, I don't know, based on whatever, you've  
13 had advance notice of when this was generally going to be  
14 placing you in a position to prevent -- present your defense.  
15 So you better get everybody that you're going to need here next  
16 week.

17 MS. POLITO: Judge, I would just --

18 JUDGE ROSAS: Not -- the week of the 12th. Go ahead.

19 MS. POLITO: Correct. I would just like to note for the  
20 record, this has nothing to do with the Respondent, and they're  
21 taking this matter seriously. So the -- the issue is purely on  
22 scheduling and us moving much quicker than anticipated. We did  
23 not anticipate that cross-examination would only be five  
24 minutes, so that was on attorneys' role not taking that into a  
25 factor.

1           We did have nine witnesses available this week. We did  
2           produce nine witnesses, which is substantial, which is more  
3           than General Counsel produced in their first week and a half.  
4           So with all due respect, Your Honor, this has nothing to do  
5           with the Respondent. They take this matter extremely  
6           seriously. They are flying in their witnesses, and their  
7           partners to be here and be present. It's purely a scheduling  
8           issue, the result of us not anticipating that we would move as  
9           quickly as possible.

10           JUDGE ROSAS: Well, I take issue with the point that your  
11           client takes it seriously. They take it seriously, certainly,  
12           because Counsel take it seriously, and to the extent that they  
13           aim to see Counsel succeed, they take that seriously. They  
14           take this whole legal controversy seriously, as far as what  
15           they hope their results should be. However, as far as the  
16           importance of making people available, the proof's in the  
17           pudding. You know -- you know, unless -- unless people were,  
18           you know, on vacation, you know, a pre-committed vacation some  
19           time ago, there -- there was no reason why people couldn't have  
20           been moved to be here this week. So again, this is just a --  
21           a -- a learning discussion going forward to the week of the  
22           12th. Have everybody here.

23           Adjourned to September 12th at 9:00 a.m. We're off the  
24           record.

25           **(Whereupon, the hearing in the above-entitled matter was**

1       recessed at 11:05 a.m. until Monday, September 12, 2022 at 9:00  
2       a.m.)

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C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 3, Case Number 03-CA-285671, et al., Starbucks Corporation and Workers United, held at the National Labor Relations Board, Region 3, Robert H. Jackson United States Courthouse, US District Court for the Western District of New York, 2 Niagara Square, Wyoming Courtroom, 5th Floor, Buffalo, New York 14202, on September 1, 2022, at 9:02 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.



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ELAINE LAROSEE

Official Reporter